

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

AMENDED WATER SUPPLY BANK RENTAL AGREEMENT

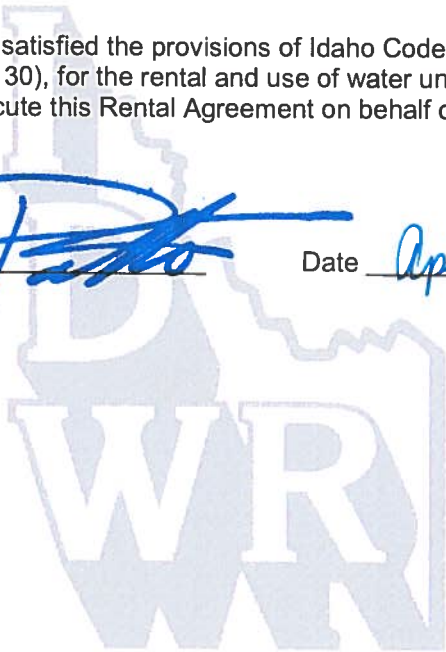
The undersigned renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described in this agreement:

 Signature of Renter	<u>Ray Montierth - Owner</u> Printed Name and Title*	<u>4/24/15</u> Date
 Signature of Renter	<u>Susan Montierth - Owner</u> Printed Name and Title*	<u>4/24/15</u> Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney

Having determined that this agreement satisfied the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By  Date April 27, 2015
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
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WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER	SW¼NW¼	Sec. 18	Twp 01N	Rge 2E	ADA County
GROUND WATER	NW¼SW¼	Sec. 7	Twp 01N	Rge 2E	ADA County
GROUND WATER	SW¼SE¼	Sec. 7	Twp 01N	Rge 2E	ADA County
GROUND WATER	NE¼NW¼	Sec. 6	Twp 01N	Rge 2E	ADA County

BENEFICIAL USE

IRRIGATION

SEASON OF USE

63-7355: 4/1 – 10/31

All other rights: 4/1 – 11/15

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE					
01N	2E	18																	31	31	31	31.3	124.3

Total Acres: 124.3

CONDITIONS APPLICABLE TO ALL RENTED WATER RIGHTS

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use, and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. This rental agreement does not authorize the construction of a well.

11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
13. The following rights are diverted through point(s) of diversion described above: 63-3362, 63-7531, 63-10383 and 63-11347

Condition applicable to water right 63-7355

14. The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.



STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

FEB 03 2015

DEPARTMENT OF
WATER RESOURCES

APPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANK

Applicant Name: Ray and Susan Montierth

Is this application being submitted with a lease application as a lease/rental package? Yes No

An *Application to Rent Water from the Board's Water Supply Bank* must be completed in accordance with the minimum requirement checklist below to be acceptable for processing by the Idaho Department of Water Resources (IDWR). This checklist is part of the rental application and must be included with the rental application. **Applications that do not meet the minimum requirements will not be placed in the processing queue and may be returned until all minimum requirements have been met.**

Applications to rent water should be submitted well in advance of the desired start date for the use of water. Rental applications may be submitted as early as November 1 of the year prior to the intended use of rental water. Rental applications submitted more than one year in advance of the proposed start date for water use will not be accepted and will be returned to applicants. Rental applications will not be processed if they are received after the end of the rental season of use.

One rental application per beneficial use of water. One rental application can be submitted if you propose to rent water from multiple sources. For multiple beneficial uses of water, individual rental requests should be submitted for each unique beneficial use of water.

For additional instructions on completing a rental application, visit the Department's website at www.idwr.idaho.gov.

Checked All Items as Either Attached (Yes) or Not Applicable (N/A)

YES

Completed *Application to Rent Water from the Board's Water Supply Bank*

Attachment N/A YES

- 2 A map showing the proposed point(s) of diversion, place(s) of use, and water diversion and distribution systems proposed to be used with your rental request
- 3A Detailed information on a proposed use of rental water
- 3E Authorization from the owner/operator of the rental point(s) of diversion
- 3G Water modeling to account for the impacts of the rental request
- 3J Documents justifying a need to rent water for irrigation at a rate of flow greater than 0.02 cfs/acre
- 3K Authorization from the owner/operator of the property at the proposed rental place(s) of use
- 4B Explanation of how the rental water will sufficiently accomplish your rental purposes
- 4C Explanation of consumptive use amounts for water rights experiencing a change in nature of use

Department Use Only – Proposed Water Right(s)

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Ray and Susan Montierth
 Mailing Address 825 Heartland Dr., Nampa, ID 83686
 Email Address _____ Phone Number (208) 989-8310

B. Is this application being completed by an authorized representative on behalf of the applicant? Yes No
 If yes, representatives (includes company employees if the applicant is a corporation, as well as legal counsel or consultants) should provide their information below if they desire to be included on correspondence with the rental applicant.
 Representative Roxanne Brown Professional Title Water Right Specialist
 Organization SPF Water Engineering LLC Relationship to Applicant consultant
 Mailing Address 300 E. Mallard Dr., Suite 350, Boise, ID 83706
 Email Address rbrown@spfwater.com Phone Number (208) 383-4140

2. MAP

Create a map of the proposed point(s) of diversion, place(s) of use, and water diversion, delivery and distribution systems. Make sure the place of use is outlined with an obvious, bolded line. For irrigation purposes, note that the place of use outlined on your map cannot exceed the number of acres you are proposing to rent. Attach the map to this application and label it **Attachment 2**.

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

A. Describe the purpose of your rental request. Include any anticipated rates of water application, water use practices or number of stock (if any). If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of rental water required. Attach additional sheets if required and label it **Attachment 3A**:
Applicant seeks to irrigate an additional 160 acres on a parcel that is contiguous to his land with existing water rights. Application for Permit No. 63-33884 has been submitted to obtain a water right for this 160-acre parcel.

B. Enter the desired and/or minimum necessary rates of flow, volume, or irrigable acres requested for your rental purposes:

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Acres (if applicable) (Acre)
3.20 CFS	720 AF	2.40 CFS	640 AF	160 AC

Sometimes water rights available for rent provide an exceptionally low rate per acre and/or low volume per acre. This section is meant to establish an acceptable range of water sufficient for your proposed water use. Please see question 4B and complete if necessary.

C. Enter the proposed start date and latest possible start date for using rental water. Also provide the number of years you would like to rent water:

Proposed Start Date (month/day/year)	Latest Possible Start (month/day/year)	* Proposed Rental Duration (Max 5 Years)	** For multi-year rentals, indicate whether you desire to rent water for remaining years if a rental request cannot be approved for the first year?	
3/1/2015	4/1/2015	5	<input type="checkbox"/> Yes, approve rental for all remaining future years.	<input type="checkbox"/> No, return rental request if first year is unapprovable.

* The number of years permissible for a rental is subject to the lease contract duration for the water right(s) being rented.
 ** Subject to the availability of rentable water. A multi-year rental that cannot begin during the first year requested may be approved for some or all remaining years, depending on availability. Rental requests will be returned if no water is available to rent in the first and/or subsequent years of the rental request.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

D. Refer to the map you created in item 2 and specify the location of the point(s) of diversion (POD) from which rental water is proposed to be diverted:

Water Source	TWP	RGE	SEC	¼	¼	¼	County	Other water rights for the same purpose diverted from this POD
groundwater	1N	2E	18		SW	NW	Ada	63-3362,7531,10383,11347
groundwater	1N	2E	7		NW	SW	Ada	same
goundwater	1N	2E	7		SW	SE	Ada	same
groundwater	1N	2E	6		NE	NW	Ada	same

The entry in this grid must match the map from item 2 on the application.

E. Do you own and/or possess the authority to divert water from the above POD(s)? Yes No
If no, provide documentation from the owner/operator confirming your authorization to use the POD(s) and label it **Attachment 3E**.

F. Do any POD(s) identified in Question 3D divert from a water source that may require water modeling? Yes No
Refer to the Water Modeling Requirements Information Sheet to determine if a rental POD may require water modeling.

G. Has water modeling been provided with your rental request? Yes No

If yes, include as **Attachment 3G**. Otherwise please explain why modeling was not provided:

Rental applications that require modeling will be returned if modeling is not provided.

H. Specify the proposed beneficial use: Irrigation Commercial Industrial Municipal
 Groundwater Recharge Mining Stockwater Other: _____

I. Refer to the map you created in item 2 and specify below the places you propose to use water. If for irrigation, specify the number of acres to be irrigated per ¼ ¼ tract. Otherwise indicate usage by marking the ¼ ¼ tracts with the first letter of your proposed use identified above:

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1N	2E	18													40	40	40	40	160
The entry in this grid must match the map from item 2 on the application.																	Total Acres (for irrigation)		160

J. For irrigation uses, do you propose a water diversion rate greater than 0.02 cfs/acre? N/A Yes No
If yes, explain the justification for this rate of flow and attach any supporting documents as **Attachment 3J**:

K. Do you own the land at the proposed rental place of use (POU)? Yes No
If no, attach documentation from the POU owner/operator confirming your authorization to use the POU and label it **Attachment 3K**.

L. Describe your water distribution system and how water will be delivered from the POD(s) to the proposed POU(s):
Mainline will be extended from existing integrated delivery system to pivot and handlines for sprinkler irrigation.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

M. List all other water rights and sources of water at the rental place of use for the same purpose and explain why additional water is required. Include privately owned water rights and water received from a municipal supplier, an irrigation district, a canal company, or any other water deliver entity:
None.

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights? Yes No
If yes, specify below the water rights you are requesting to rent. Otherwise continue to Section 5 of this application form.

Please note: Diversion rates and volumes to be rented from a leased water right must be proportionate to the per acre diversion rates and per acre volume limits of the water right leased to the Bank. Applicants should query a water right's rental availability by reviewing active lease and rental documents, searchable via [IDWR's website](#), to ensure all elements of a water right remain available in sufficient quantity to satisfy a rental request.

Water rights identified below must either already be leased to the Bank or a lease proposal should accompany the rental request. **Rental requests for water rights not yet leased to the Bank will be returned if companion lease applications are not provided with the rental request.**

For leased rights with combined limits, applicants should request to rent against the combined limit diversion rate, volume or acre limits.

Elements of Water Rights Leased to the Bank (Contract Details)								Leased totals minus water actively engaged in rental agreement equals rental availability	Rental Request		
Water Right Number	Nature of Use	Water Source	Rate (CFS)	Volume (AF)	Acres (AC)	Start (year)	End (year)		Rate (CFS)	Vol. (AF)	Acres (AC)
Applicants must ensure the requested rate per acre and volume per acre do not exceed the rate per acre and volume per acre that have been leased to the Water Supply Bank								TOTAL			
									CFS	AF	AC

Attach multiple copies of this page if space above is insufficient to list all water rights requested to be rented on this application.

B. If water right conditions, combined limits, or the sum of all water right elements being requested provide an unconventional duty of water (e.g., an unusually low rate per acre or volume per acre for irrigation use), explain how your proposed rental will sufficiently accomplish your intended purposes. Attach a separate page if space is insufficient and label it **Attachment 4B**:

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

- C. Does your rental request propose to change the nature of use for any water right(s) being requested? Yes No
If yes, explain how the water right(s) will be converted to new uses. Include the historic, consumptive use amounts for the water right being rented, as well as the new consumptive use amount for your proposed beneficial use. Attach a separate page if space is insufficient and label it Attachment 4C:

5. ADDITIONAL INFORMATION

- A. Is this the first time that rental water is being requested for this purpose at the rental place of use? Yes No
If no, list previous rental requests/agreements and explain why you have not secured a permanent water right for your needs:

- B. Have you or do you intend to submit an application for permit or transfer proposing a similar use as this rental? Yes No
If yes, describe: Application for Permit 63-33884 was submitted in 2013 and has been amended to include the 160-acre place of use described in this rental application. IDWR is experiencing a work slow down due to staff shortage. This rental application will allow applicant to continue development while 63-33884 is being processed.

- C. Was this rental application submitted in response to a Notice of Violation (NOV) or a pending NOV? Yes No
If yes, describe the date and location of the NOV.

DECLARATION

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval. I understand that if this rental application is approved, it will be subject to the provisions of Section 42-1766, Idaho Code and all applicable state and federal laws.


Signature of Applicant

Ray Montierth
Printed Name of Applicant
Susan Montierth

1/30/15
Date 1/30/15

Signature of Representative

Printed Name of Representative

Date

Mail to:

Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

563754

DEED OF TRUST

THIS DEED OF TRUST, Made this January 13, 2015, BETWEEN #242 Pioneer Exchange Accommodation Titleholder, LLC, an Idaho limited liability company, therein called GRANTOR, whose address is 1414 W. Bannock, Boise, Idaho 83702, Pioneer Title Co., herein called TRUSTEE, whose address is 8151 W. Rideman, Boise, Idaho 83704, and RAY MONTIERTH AND SUSAN MONTIERTH, HUSBAND AND WIFE, herein called BENEFICIARY, whose address is 825 Heartland Drive, Nampa, Idaho 83686 WITNESSETH That GRANTOR does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE that property in the County of Ada, State of Idaho, described as follows, and containing not more than eighty acres:

The Southeast Quarter of Section 18, Township 1 North, Range 2 East, Boise-Meridian, Ada County, Idaho

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing the performance of that certain Exchange Agreement dated December 18, 2014 by and between #242 PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC, an Idaho limited liability company and RAY MONTIERTH AND SUSAN MONTIERTH, HUSBAND AND WIFE created by GRANTOR to the sum of Eighty Nine Thousand Four Hundred Seventy Three and NO/100 Dollars (\$89,473.00). Final payment due 180 days from the date of recognition of this deed of trust. And to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary to the Grantor herein, or any or either of them while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured by the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from the day of expenditure at legal interest rate.

6. Should Grantor fail to make any payments or do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel, and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured

563754

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2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured by the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from the day of expenditure at legal interest rate.

6. Should Grantor fail to make any payments or do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel, and pay his reasonable fees.

B. It is mutually agreed that:

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2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured

hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereon; or join in any extension agreement subordinating the lien or change hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held thereunder. The recitals in any conveyance executed under this deed of trust of any matters or facts shall be conclusive proof to the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these Trusts, to collect rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trust to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part of therein is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for each in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including the cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at legal rate; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by the Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein. Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

GRANTOR

#242 Pioneer Exchange Accommodation Titleholder, LLC

an Idaho limited liability company

By: Pioneer 1031 Company, an Idaho corporation

Its: Sole Member

By: 

By: Jesse Hamilton

Its: Sr. Vice President

Read and Approved by:

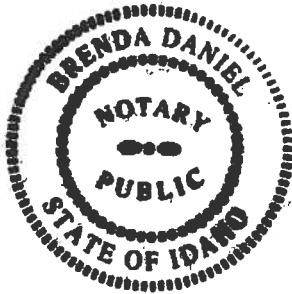
BY: RAY MONTIERTH


BY: SUSAN MONTIERTH

STATE OF IDAHO)
) ss.
County of Ada)

On the 13th day of January, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Jesse Hamilton, known to me to be the Sr. Vice President of Pioneer 1031 Company, an Idaho corporation, which corporation is the Sole Member of #242 Pioneer Exchange Accommodation Titleholder, LLC, an Idaho limited liability company, and acknowledged to me that he/she executed the within and foregoing instrument for and on behalf of said corporation as Sole Member of said limited liability company and in said corporation's name as Sole Member of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





Notary Public for Idaho
Residing at Meridian, Idaho
My commission expires: 3-7-17

504518

DEED OF TRUST

THIS DEED OF TRUST, Made this January 9, 2015, BETWEEN #242 Pioneer Exchange Accommodation Titleholder, LLC, an Idaho limited liability company, therein called GRANTOR, whose address is 1414 W. Bannock, Boise, Idaho 83702, Pioneer Title Co., herein called TRUSTEE, whose address is 8151 W. Rifieman, Boise, Idaho 83704, and RAY MONTIERTH AND SUSAN MONTIERTH, HUSBAND AND WIFE, herein called BENEFICIARY, whose address is 825 Heartland Drive, Nampa, Idaho 83686 WITNESSETH That GRANTOR does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE that property in the County of Ada, State of Idaho, described as follows, and containing not more than eighty acres:

See legal description attached hereto and made a part thereof as Exhibit "A"

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing the performance of that certain Exchange Agreement dated December 18, 2014 by and between #242 PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC, an Idaho limited liability company and RAY MONTIERTH AND SUSAN MONTIERTH, HUSBAND AND WIFE executed by GRANTOR in the sum of Six Hundred Fifty One Thousand Four Hundred Forty Four and NO/100 Dollars (\$651,444.00). Final payment due 180 days from the date of recordation of this deed of trust. And to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary to the Grantor herein, or any or either of them while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured by the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expanded by Beneficiary or Trustee pursuant to the provisions hereof, with interest from the day of expenditure at legal interest rate.

6. Should Grantor fail to make any payments or do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel, and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured

hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereon; or join in any extension agreement subordinating the lien or change hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held thereunder. The recitals in any conveyance executed under this deed of trust of any matters or facts shall be conclusive proof to the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these Trusts, to collect rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trust to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part of therein is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for each in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including the cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at legal rate; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by the Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein. Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

GRANTOR

#242 Pioneer Exchange Accommodation Titleholder, LLC

an Idaho limited liability company

By: Pioneer 1031 Company, an Idaho corporation

Its: Sole Member

By:

Jesse Hamilton
By: Jesse Hamilton

Its: Senior Vice President

Read and Approved by:

BY: RAY MONTIERTH

BY: SUSAN MONTIERTH

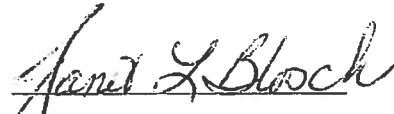
STATE OF IDAHO)

) ss.

County of Ada)

On the 9th day of January, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Jesse Hamilton, known to me to be the Sr. Vice President of Pioneer 1031 Company, an Idaho corporation, which corporation is the Sole Member of #242 Pioneer Exchange Accommodation Titleholder, LLC, an Idaho limited liability company, and acknowledged to me that he/she executed the within and foregoing instrument for and on behalf of said corporation as Sole Member of said limited liability company and in said corporation's name as Sole Member of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 3-17-2017

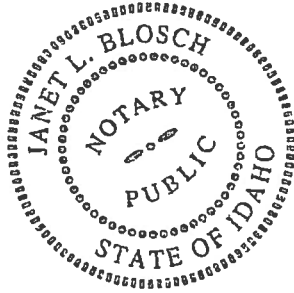


EXHIBIT A

Parcel S2004211000

The West half of Section 4, the West 30 acres of the Northwest quarter of the Southeast quarter of Section 4, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho.

EXCEPT West 40 feet for right of way, conveyed to Ada County Highway District by Instrument No. 781126

ALSO EXCEPTING THEREFROM a tract of land located in the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 4, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho, which is more particularly described as follows:

Beginning at a point from the Northeast corner of said tract located in said Northeast quarter of the Northeast quarter of the Northwest quarter of Section 4, said point being a brass cap for the North quarter corner of said Section 4;

Thence South $0^{\circ}25'12''$ West, along the East boundary of said Northeast quarter of the Northeast quarter of the Northwest quarter of Section 4, a distance of 135.0 feet;

Thence North $89^{\circ}45'$ West, a distance of 55.0 feet;

Thence North $0^{\circ}25'12''$ East, a distance of 95.0 feet;

Thence North $89^{\circ}45'$ West, a distance of 45.0 feet;

Thence North $0^{\circ}25'12''$ East, a distance of 40.0 feet to a point on the North boundary of said Section 4;

Thence South $89^{\circ}45'$ East along the North boundary of said Section 4, a distance of 100.0 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a tract of land located in the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 4, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho, which is more particularly described as follows:

Commencing at a point, said point being a brass cap from the North quarter corner of said Section 4;

Thence South $0^{\circ}25'12''$ West along the East boundary of said Northeast quarter of the Northeast quarter of the Northwest quarter of Section 4, a distance of 135.0 feet;

Thence North $89^{\circ}45'$ West, a distance of 55.0 feet to the TRUE POINT OF BEGINNING;

Thence North $89^{\circ}45'$ West, a distance of 45.0 feet;

Thence North $0^{\circ}25'12''$ East, a distance of 95.0 feet;

Thence South $89^{\circ}45'$ East, a distance of 45.0 feet;

Thence South $0^{\circ}25'12''$ West, a distance of 95.0 feet to the TRUE POINT OF BEGINNING.

Thence along the South boundary line of said Section 4 North 89°24'26" West, 2,600.43 feet to a 5/8 inch iron pin marking on the East right of way line of S. Pleasant Valley Road;
Thence along said East right of way line North 00°07'11" East, 5,318.29 feet to the REAL POINT OF BEGINNING.